

UWY-CV-14-6026552-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES, INC. et al.	:	JUDICIAL DISTRICT
	:	OF WATERBURY
Plaintiffs,	:	
v.	:	
	:	AT WATERBURY
PREFERRED TOOL AND DIE, INC., et al.,	:	
	:	
Defendants.	:	MAY 21, 2015

ANSWER, SPECIAL DEFENSES AND COUNTERCLAIM

Defendant, Robert Bosco, Jr. ("Defendant"), by and through his attorneys, Hinckley, Allen & Snyder, LLP, hereby submits his Answer, Special Defenses to the Complaint by the Plaintiffs, NUCAP Industries Inc. and NUCAP US, Inc. (collectively, "Nucap" or "Plaintiffs") and asserts the following Counterclaims.

INTRODUCTION

1. Denied.
2. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 2 and therefore leaves the Plaintiffs to their proof.
3. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 3 and therefore leaves the Plaintiffs to their proof.
4. Defendant admits that he left his position with NUCAP. As to the remainder of the allegations, Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 4 and therefore leaves the Plaintiffs to their proof.
5. Denied.
6. Denied.

THE PARTIES

7. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 7.

8. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 8.

9. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 9.

10. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 10.

11. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 11.

12. Admitted.

13. Defendant Bosco admits that he was previously employed by Anstro Manufacturing, Inc., but denies that he was employed by Nucap US.

JURISDICTION AND VENUE

14. Denied.

15. Denied.

FACTUAL BACKGROUND

Plaintiff's Business

16. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 16.

17. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 17

18. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 18.

19. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 19.

20. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 20.

21. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 21.

22. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 22.

23. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 23.

24. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 24.

The Science Behind How Brakes Work

25. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 25 and therefore leaves the Plaintiffs to their proof.

26. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 26 and therefore leaves the Plaintiffs to their proof.

27. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 27 and therefore leaves the Plaintiffs to their proof.

28. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 28 and therefore leaves the Plaintiffs to their proof.

29. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 29 and therefore leaves the Plaintiffs to their proof.

30. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 30 and therefore leaves the Plaintiffs to their proof.

31. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 31 and therefore leaves the Plaintiffs to their proof.

NUCAP'S Considerable Efforts to Protect its Trade Secret, Confidential and Proprietary Information

32. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 32 and therefore leaves the Plaintiffs to their proof.

33. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 33 and therefore leaves the Plaintiffs to their proof.

34. Bosco admits he signed Confidentiality and Intellectual Property Agreement with Anstro Manufacturing Inc. Insofar as the allegations of Paragraph 34 implicate a written agreement, the agreement speaks for itself.

35. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 35 and therefore leaves the Plaintiffs to their proof.

36. Bosco admits he signed other agreements with NUCAP, the terms of which speak for themselves. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 36 and therefore leaves the Plaintiffs to their proof.

37. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 37 and therefore leaves the Plaintiffs to their proof.

38. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 38 and therefore leaves the Plaintiffs to their proof.

39. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 39 and therefore leaves the Plaintiffs to their proof.

40. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 40 and therefore leaves the Plaintiffs to their proof.

Bosco's History at NUCAP

41. Defendant Bosco admits that he was previously employed by Anstro Manufacturing, Inc, but denies that he was employed by Nucap US.

42. Defendant admits that he held the title of General Manager at NUCAP while employed by Anstro Manufacturing, Inc. Bosco denies the remainder of the allegations of Paragraph 42.

43. Defendant denies that he had supervisory authority "over all employees, projects, and products at Nucap US."

44. Defendant denies the allegations of Paragraph 44 to the extent they assert that the Defendant's job function was outside the scope of his title as General Manager.

45. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 45 and therefore leaves the Plaintiffs to their proof.

46. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 46 and therefore leaves the Plaintiffs to their proof.

47. The Defendant denies he was employed by Nucap US and, for the remainder of the allegations lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 47 and therefore leaves the Plaintiffs to their proof.

48. Denied.

49. Denied. Insofar as Paragraph 49 implicates a written agreement, the terms of the Agreement speak for themselves.

Bosco's Termination and Subsequent Affiliation with Preferred

50. Denied.

51. Denied.

52. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 52 and therefore leaves the Plaintiffs to their proof.

53. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 53 and therefore leaves the Plaintiffs to their proof.

54. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 54 and therefore leaves the Plaintiffs to their proof.

55. To the extent Paragraph 55 alleges Bosco was affiliated with Preferred, those allegations are denied. As for the remainder of the allegations in Paragraph 55, Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 55 and therefore leaves the Plaintiffs to their proof.

56. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 56 and therefore leaves the Plaintiffs to their proof.

57. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 57 and therefore leaves the Plaintiffs to their proof.

58. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 58 and therefore leaves the Plaintiffs to their proof.

59. The Defendant admits that he attended the SAE Brake Colloquium in October 2013. The Defendant denies the remainder of the allegations of Paragraph 59.

60. Defendant admits that he attended the SAE Brake Colloquium in October 2013. The Defendant denies the remainder of the allegations of Paragraph 60 to the extent as response is required. As for the allegations regarding Preferred's activities, the Defendant can neither admit nor deny the same as they are not addressed to Defendant Bosco.

61. Defendant admits that he attended the SAE Brake Colloquium in October 2013. The Defendant denies the remainder of the allegations of Paragraph 61 to the extent a response is required. As for the allegations regarding Preferred's activities, the Defendant can neither admit nor deny the same as they are not addressed to Defendant Bosco.

Preferred Productions Nearly Identical to NUCAP's Products Appear on the Market

62. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 62 about what the Plaintiffs might have believed and therefore leaves the Plaintiffs to their proof. Defendant admits only that he attended the SAE Brake Colloquium in October 2013. The Defendant denies the remainder of the allegations of Paragraph 62 to the extent a response is required. As for the allegations regarding Preferred's activities, the Defendant can neither admit nor deny the allegations as they are not addressed to Defendant Bosco.

63. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 64 and therefore leaves the Plaintiffs to their proof.

64. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 64 and therefore leaves the Plaintiffs to their proof.

65. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 65 and therefore leaves the Plaintiffs to their proof.

66. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 66 and therefore leaves the Plaintiffs to their proof.

67. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 67 and therefore leaves the Plaintiffs to their proof.

68. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 68 and therefore leaves the Plaintiffs to their proof.

69. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 69 and therefore leaves the Plaintiffs to their proof.

70. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 70 and therefore leaves the Plaintiffs to their proof.

71. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 71 and therefore leaves the Plaintiffs to their proof.

72. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 72 and therefore leaves the Plaintiffs to their proof.

73. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 73 and therefore leaves the Plaintiffs to their proof.

74. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 74 and therefore leaves the Plaintiffs to their proof.

**COUNT I – THREATENED AND/OR ACTUAL MISAPPROPRIATION OF
TRADE SECRETS PURSUANT TO THE CONNECTICUT UNIFORM TRADE
SECRETS ACT, CONN. GEN. STAT. §§ 35-50 TO 35-58.**

75. The Defendant incorporates its responses from all previous paragraphs as if set forth fully herein.

76. Denied.

77. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 77 and therefore leaves the Plaintiffs to their proof.

78. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 78 and therefore leaves the Plaintiffs to their proof.

79. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the matters asserted in Paragraph 79 and therefore leaves the Plaintiffs to their proof. As for the allegation that Bosco was affiliated with Preferred, that allegation is denied.

80. Denied.

81. Denied.

82. Denied.

**COUNT II – BREACH OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY
AGREEMENT**

83. The Defendant incorporates its responses from all previous paragraphs as if set forth fully herein.

84. Bosco admits he signed a Confidentiality and Intellectual Property Agreement with Anstro Manufacturing Inc. Insofar as Paragraph 84 references a written agreement, the terms of the Agreements speak for themselves. Furthermore, to the extent Paragraph 86 contains legal conclusions for which no response is required, Defendant leaves the Plaintiffs to their proof.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

SPECIAL DEFENSES AS TO ALL COUNTS

FIRST SPECIAL DEFENSE:

Plaintiffs' Complaint fails to state a claim, in whole or in part, upon which relief may be granted.

SECOND SPECIAL DEFENSE:

Plaintiffs' damages, if any, were caused in whole or in part by other parties for which Defendant bears no responsibility.

THIRD SPECIAL DEFENSE:

Plaintiffs' claims are barred by the doctrine of waiver.

FOURTH SPECIAL DEFENSE:

Plaintiffs' claims are barred by the doctrine of laches.

FIFTH SPECIAL DEFENSE:

Plaintiffs' claims are barred by the doctrine of unclean hands.

SIXTH SPECIAL DEFENSE:

Plaintiffs' damages, if any, were caused in whole or in part by their own actions and the amount of damages otherwise recoverable must be diminished in the proportion which the culpable conduct attributable to Plaintiffs bears to the culpable conduct of Defendant.

SEVENTH SPECIAL DEFENSE:

Plaintiffs' claims are barred by their own material breach of contract.

EIGHTH SPECIAL DEFENSE:

Plaintiffs' claims are barred by the prior pending action doctrine insofar as there is another action pending between the same parties for the same cause of action in another court.

COUNTERCLAIMS

COUNT ONE: BREACH OF CONTRACT

1. Counterclaim-Plaintiff Robert Bosco, Jr. is an individual residing in Wolcott, Connecticut and is a citizen of the State of Connecticut.

2. Counterclaim-Defendant NUCAP Industries Inc. ("NUCAP") is an Ontario corporation with a principal place of business located in Toronto, Ontario, Canada.

3. On information and belief, the Counterclaim-Defendant NUCAP US Inc. is the successor to Anstro Manufacturing, Inc.

4. Counterclaim-Plaintiff was the Co-Manager and 50% owner of Eyelet Tech, LLC ("Eyelet Tech"), a Connecticut limited liability company.

5. Eyelet Tech was in the business of manufacturing eyelet and spring brake pad components used in trains, airplanes, automobiles, trucks and other vehicles, as well as providing stamping and machining services for the component parts.

6. Eyelet Tech had customers located in Connecticut, certain other states located within the United States, as well as certain parts of Canada and Mexico.

7. On November 19, 2009, Counterclaim-Plaintiff and his co-owner sold Eyelet Tech to NUCAP and Eyelet Tech NUCAP Corp. ("ETNC"), pursuant to an Asset Purchase Agreement.

8. Under the terms of the Asset Purchase Agreement ("APA"), ETNC purchased certain assets and assumed certain liabilities of Eyelet Tech.

9. As part of the sale transaction, Counterclaim-Plaintiff entered into a Confidentiality, Non-Competition and Non-Solicitation Agreement with ETNC and NUCAP,

which was also executed and made effective on November 19, 2009 (the "Non-Competition Agreement").

10. Under Section 3 of the Non-Competition Agreement, Counterclaim-Plaintiff agreed to certain restrictive covenants for a period of five years after the closing of the sales transaction, which occurred on November 19, 2009. Accordingly, the period of any restrictive covenant expired no later than November 19, 2014.

11. Under the terms of the Non-Competition Agreement, Counterclaim-Plaintiff agreed that he would not:

- a. engage in the "Business" (defined as making components of brake systems for trains, airplanes, automobiles, trucks and other vehicles and providing stamping and machining services for such components);
- b. provide services to assist any competitor to ETNC in competing in the Territory (defined as including: the State of Connecticut; all other states in the US in which Eyelet Tech customers are located as of the closing date; all other states in the US; Canada; and Mexico) against ETNC with respect to the Business;
- c. provide services relating to, or in competition against ETNC with respect to the Business on behalf of Capital Tool Ltd, Util Industries SpA, Util China, Util Mexico, Yamamoto; Wolverine Division of Eagle-Pitcher, Material Sciences Corp., Trelleborg Rubore, and Precision Resources, Inc.;
- d. solicit or take away from ETNC the business of any ETNC customers or suppliers who have sold goods or services to Eyelet Tech seller for the purpose of selling or providing to any customer, or purchasing from any such supplier, any product, program, or service which is within the scope of the Business;
- e. cause customers or suppliers to terminate or reduce their existing relationship with ETNC or its affiliates;
- f. provide any competitive products or services within the scope of the Business to any customers in competition against ETNC or its affiliates; and

- g. persuade any Eyelet Tech who becomes an employee of ETNC to leave the employ of or cease providing services to ETNC or to work for a competitor of ETNC.

12. Under the terms of the Non-Competition Agreement, these restrictions expired on November 19, 2014 or sooner became void in the event of a default by the Counterclaim-Defendants of their obligations under the APA or the Non-Competition Agreement between the parties.

13. As consideration for these restrictions set forth in the Non-Competition Agreement, ETNC agreed that it would pay Counterclaim-Plaintiff the gross amount of \$1,000,000 ("Covenant Payments") in five equal annual installments, payable as follows:

- \$200,000 payable within five business days of the first anniversary of the closing;
- \$200,000 payable within five business days of the second anniversary of the closing;
- \$200,000 payable within five business days of the third anniversary of the closing;
- \$200,000 payable within five business days of the fourth anniversary of the closing; and
- \$200,000 payable within five business days of the fifth anniversary of the closing.

14. Pursuant to Section 8 of the Non-Competition Agreement, NUCAP guaranteed that ETNC would duly and punctually make the Covenant Payments to the Counterclaim-Plaintiff.

15. Counterclaim-Plaintiff has fulfilled, and continues to comply with his obligations to the Defendants under Non-Competition Agreement.

16. Counterclaim-Plaintiff, as part of the sale transaction in November 2009, entered into an employment agreement with another wholly owned subsidiary of NUCAP called Anstro Manufacturing, Inc. ("Anstro"). On information and belief, Anstro is now the Counterclaim Defendant Nucap US.

17. On January 23, 2012, Counterclaim-Plaintiff's employment with Anstro ceased and Counterclaim-Plaintiff entered into negotiations with NUCAP to set the terms of his separation from Anstro.

18. On May 31, 2012, Counterclaim-Plaintiff and NUCAP entered into a Confidential Separation Agreement and General Release (the "Separation Agreement"), which set the terms of Counterclaim-Plaintiff's separation from Anstro.

19. Under Section 7(b) of the Separation Agreement, NUCAP and Counterclaim-Plaintiff expressly ratified the parties' obligations to each other under the Non-Competition Agreement.

20. Section 15 of the Separation Agreement provides that, in the event of breach of any party's obligations under the Non-Competition Agreement, the non-breaching party has the right to recover its attorney's fees and costs incurred in the investigation, enforcement, and litigation on account of such breach.

21. The parties agreed in the Separation Agreement that Connecticut law would govern the enforcement of all the Agreements -- the Non-Competition Agreement, the APA and the Separation Agreement (Section 17) -- and that all actions thereunder would be brought in either the U.S. District Court for the District of Connecticut or the Connecticut Superior Court (Section 18).

22. Certain Covenant Payments were made on behalf of the Counterclaim Defendants to the Counterclaim-Plaintiff on the first, second and third anniversaries of the closing, in the total amount of \$600,000.

23. On or about November 11, 2013, Counterclaim-Plaintiff received a letter from NUCAP, the purported purpose of which was “to inquire about [Mr. Bosco’s] actions that reasonably may be construed as violating the terms of the Confidentiality, Non-Competition, and Non-Solicitation Agreement, dated as of November 2009.”

24. NUCAP alleged that it understood “from its monitoring of [Mr. Bosco’s] behavior” that the Counterclaim-Plaintiff had met with people to explore business opportunities and attended the 2013 SAE Brake Colloquium.

25. Counterclaim-Plaintiff denied these allegations and explained to NUCAP that he had not violated the Non-Competition Agreement.

26. On November 18, 2013, Counterclaim-Plaintiff received notice from NUCAP that it deemed him to be in violation of the Non-Competition Agreement on the basis that he: (1) attended the SAE Brake Colloquium (“your mere attendance and registration at the SAE Brake Colloquium is a violation of your agreements”); (2) spoke to NUCAP’s customers and suppliers; and (3) and socialized with high school friends that had a booth at the conference in Florida (suggesting that socializing with these same individuals in Connecticut where they all lived would not have been a violation).

27. NUCAP admitted to the Counterclaim-Plaintiff that its position was based on mere suspicions and not any actual impact on NUCAP or ETNC’s business caused by the alleged actions by Counterclaim-Plaintiff.

28. The Counterclaim-Defendants, in bad faith and with reckless disregard for the Counterclaim-Plaintiff's rights under the Non-Competition Agreement, declared that the Counterclaim-Plaintiff was in violation of the covenants and refused to tender the 2013 Covenant Payment of \$200,000 when due.

29. Counterclaim-Plaintiff performed all of his obligations under the Non-Competition Agreement.

30. The Counterclaim-Defendants deliberately refused and have continued to refuse to make the Covenant Payments due to the Counterclaim-Plaintiff under the terms of the Non-Competition Agreement.

31. The foregoing conduct of the Counterclaim-Defendants constitutes a breach of the Non-Competition Agreement and Separation Agreement.

32. As a result of the foregoing conduct, Mr. Bosco has suffered damages in an amount to be proved at trial.

33. Pursuant to Section 15 of the Separation Agreement, the Counterclaim-Plaintiff is also entitled to recover his attorney's fees and costs incurred in the investigation, enforcement, and litigation of his rights under the Non-Competition Agreement.

COUNT TWO: BREACH OF THE GUARANTY (against NUCAP)

35. Paragraphs 1 through 34 of Count One are hereby incorporated by reference and made paragraphs 1 through 34 of Count Two as if fully set forth herein.

36. The Counterclaim-Defendant NUCAP guaranteed payment of the Covenant Payments.

37. The Counterclaim-Defendant NUCAP has failed to pay the obligations under the Non-Competition Agreement and is liable to the Counterclaim-Plaintiff for damages caused by the Counterclaim Defendants failure to make the Covenant Payments when due.

38. The Counterclaim-Plaintiff has been damaged by the actions of the Counterclaim-Defendant NUCAP in failing to fulfill its obligations to pay the Covenant Payments when due.

COUNT THREE: BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING (against all Counterclaim-Defendants)

39. Paragraphs 1 through 38 of Count Two are hereby incorporated by reference and made paragraphs 1 through 38 of Count Three as if fully set forth herein.

40. Counterclaim-Plaintiff and Counterclaim-Defendants are parties to the Non-Competition Agreement and Separation Agreement.

41. Counterclaim-Plaintiff has not breached the Non-Competition Agreement or the Separation Agreement.

42. Counterclaim-Defendants are required to make the annual Covenant Payments to the Counterclaim-Plaintiff.

43. Counterclaim-Defendants unilateral termination of the Non-Competition Agreement and failure to fulfill their obligations under the Separation Agreement without cause was improper and in reckless disregard of the rights of the Counterclaim-Plaintiff.

44. In terminating Non-Competition Agreement without cause and failing to fulfill their obligations under the Separation Agreement, the Counterclaim-Defendants have acted in bad faith and/or reckless disregard for the rights of the Counterclaim-Plaintiff under the Agreements.

45. By virtue of the foregoing, the Counterclaim-Plaintiff has suffered injury and damage in an amount to be proven at trial.

46. Counterclaim-Defendants' conduct, as alleged herein, is aggravated by that certain willfulness, wantonness and/or malice for which the law allows the impositions of, among other things, exemplary or punitive damages.

47. In addition to actual damages, Counterclaim-Plaintiff seeks to recover from Counterclaim-Defendants such exemplary or punitive damages as are allowed by law.

**COUNT FOUR: UNFAIR COMPETITION AND TRADE PRACTICES UNDER
CON. GEN. STAT. §42-110b, et seq. (against all Counterclaim-Defendants)**

48. Paragraphs 1 through 47 of Count Three are hereby incorporated by reference and made paragraphs 1 through 47 of Count Four as if fully set forth herein.

49. By engaging in the acts alleged above and with reckless disregard for the rights of the Counterclaim-Plaintiff, the Counterclaim-Defendants retained the major benefit of all the agreements relating to the sale of Eyelet Tech to ETNC and NUCAP, namely the assets of Eyelet Tech, Counterclaim-Plaintiff's employment, and Counterclaim-Plaintiff's performance of the terms of the agreements, including but not limited to the Non-Competition Agreement and Separation Agreement, without fully compensating the Counterclaim-Plaintiff for those benefits.

50. By engaging in the acts alleged above, Counterclaim-Defendants have engaged in conduct that: (a) is offensive to public policy, governing statutes for consumer protection, common law principles and/or established concepts of fairness, and/or (b) has caused substantial injury to consumers.

51. Counterclaim-Defendants have committed such acts in the conduct of trade or commerce.

52. Counterclaim-Plaintiff has suffered an ascertainable loss of money.

53. By virtue of the above conduct, Counterclaim-Defendants have engaged in unfair competition and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of CUTPA, Conn. Gen. Stat. § 42-110b, *et seq.*

54. The actions described above by Counterclaim-Defendants were willful, wanton and/or malicious.

55. As a direct and proximate result of the actions of Counterclaim-Defendants alleged above, Counterclaim-Plaintiff has been damaged, and seeks the recovery of compensatory and exemplary or punitive damages, and attorneys' fees and costs.

56. In accordance with Conn. Gen. Stat. §§ 42-110g(c), a copy of this Complaint has been mailed to the Attorney General and the Commissioner of Consumer Protection.

**COUNT FIVE: TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY
(against all Counterclaim-Defendants)**

57. Paragraphs 1 through 56 of Count Four are hereby incorporated by reference and made paragraphs 1 through 56 of Count Five as if fully set forth herein.

58. Since the termination of Mr. Bosco's employment with NUCAP, Counterclaim-Defendants have willfully and maliciously made misrepresentations about Mr. Bosco to individuals working in the brake industry with whom Counterclaim-Defendants are aware Mr. Bosco could seek employment.

59. As a direct result, Counterclaim-Plaintiff has been unable to gain employment in positions for which he is otherwise qualified, due to the interference by the Counterclaim-Defendants.

60. If not for NUCAP's conduct in interfering with Counterclaim-Plaintiff's employment opportunities, Counterclaim-Plaintiff would have been able to enter into an agreement for gainful employment.

61. As a direct result of NUCAP's conduct, Counterclaim-Plaintiff has been deprived of opportunities he would otherwise have had.

62. As a result, Counterclaim-Plaintiff has suffered damage to his reputation, in addition to economic loss in not being able to earn a salary in the interim.

COUNT SIX: ABUSE OF PROCESS (against all Counterclaim-Defendants)

63. Paragraphs 1 through 62 of Count Five are hereby incorporated by reference and made paragraphs 1 through 62 of Count Six as if fully set forth herein.

64. Counterclaim- Defendants have instituted this legal action primarily for an improper purpose for which the legal system was not designed.

65. Counterclaim-Defendants have instituted this and the other pending action primarily as an attempt to intimidate or coerce Counterclaim-Plaintiff to forfeit his legal rights to the Covenant Payments and/or deter him from seeking future employment in the brake parts industry.

66. As a result, the Counterclaim-Plaintiff has suffered damages.

WHEREFORE, the Counterclaim-Plaintiff Robert Bosco, Jr. seeks judgment granting him:

As to All Counts

1. Actual and compensatory damages in an amount to be proven at trial including loss profits and other damages related to Counterclaim Defendants breaches and violations of law;
2. Attorney's fees pursuant to Conn. Gen. Stat. §35-54;
3. Pre-judgment and post-judgment interest on all sums deemed due and owing at the highest rate provided by law;
4. Attorneys' fees and costs; and
5. Such other and further relief to which Counterclaim-Plaintiff is justly entitled.

As to Counts Three, Four, Five, and Six:

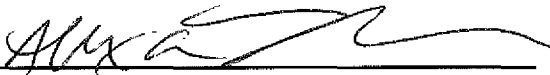
6. Exemplary or punitive damages;

As to Count Four:

7. Damages pursuant to CUTPA, Conn. Gen. Stat. § 42-110g, including but not limited to, compensatory and punitive damages and attorneys' fees and costs;

THE DEFENDANT/COUNTERCLAIM-
PLAINTIFF

ROBERT BOSCO, JR.

By 
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	:	AT WATERBURY
PREFERRED TOOL AND DIE, INC., et al.,	:	
	:	
Defendants.	:	MAY 21, 2015

STATEMENT OF AMOUNT IN DEMAND

The amount of damages claimed in this action is more than Fifteen Thousand and 00/100 (\$15,000.00) Dollars exclusive of interest and costs.

THE DEFENDANT/COUNTERCLAIM-
PLAINTIFF

ROBERT BOSCO, JR.

By 
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 David A. DeBassio
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CERTIFICATION OF SERVICE

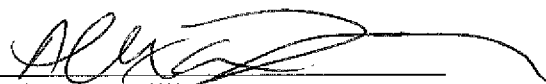
I hereby certify that a copy of the foregoing was sent this 21st day of May, 2015, via electronic mail to the following:

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